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6 Attorneys for Plaintiff Nike, Inc.

7  
8 Chilel Samba, an individual and  
d/b/a www.trainerkicks.com

9 [REDACTED]  
10 Pawtucket, Rhode Island 02860  
Telephone: [REDACTED]

11 Defendant, *in pro se*

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 Nike, Inc.,

15 Plaintiff,

16 v.  
17

18 Ebrima Samba, an individual and d/b/a  
www.TrainerKicks.com; Chilel Samba,  
an individual and d/b/a  
19 www.TrainerKicks.com; Nayimasatta  
Jawo, an individual and d/b/a  
20 www.TrainerKicks.com, www.Nike-  
Cheap.com and NikeCheap and Does 2 –  
21 10, inclusive,

22 Defendants.

Case No. CV09-8812 DSF (PJWx)  
[PROPOSED]/CONSENT  
DECREE PURSUANT TO  
STIPULATION

23 The Court, having read and considered the Joint Stipulation re Entry of  
24 Proposed Consent Decree that has been executed by Plaintiff Nike, Inc. (“Nike” or  
25 “Plaintiff”) and Defendant Chilel Samba, an individual and doing business as  
26 www.trainerkicks.com (“Defendant”) in this action:

27 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this  
28 Permanent Injunction shall be and is hereby entered in the within action as follows:

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, et seq., as well as 28 U.S.C. § 1338(a) and 28 U.S.C. § 1331.

2) Service of process was properly made on the Defendant.

3) Nike owns or controls the pertinent rights in and to the trademarks listed in Exhibit "A" attached hereto and incorporated herein by this reference (The trademarks identified in Exhibit "A" are collectively referred to herein as the "Nike Trademarks").

4) Nike alleges Defendant has made unauthorized uses of the Nike Trademarks or substantially similar likenesses or colorable imitations thereof.

5) Defendant and her agents, servants, employees and all persons in active concert and participation with her who receive actual notice of the Injunction are hereby restrained and enjoined, pursuant to 15 U.S.C. § 1116, from:

a) Infringing the Nike Trademarks, either directly or contributorily, in any manner, by:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale any unauthorized products which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of the Nike Trademarks ("Unauthorized Products");

ii) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of the Nike Trademarks;

iii) Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, Defendant's customers and/or members of the public to believe, the actions of Defendant, the

1 products sold by Defendant, or Defendant herself is connected with Nike,  
2 is sponsored, approved or licensed by Nike, or is affiliated with Nike;  
3 iv) Affixing, applying, annexing or using in connection with the  
4 importation, manufacture, distribution, advertising, sale and/or offer for  
5 sale or other use of any goods or services, a false description or  
6 representation, including words or other symbols, tending to falsely  
7 describe or represent such goods as being those of Nike.

8 6) Defendant is ordered to deliver for destruction all Unauthorized Products,  
9 including footwear, and labels, signs, prints, packages, dyes, wrappers, receptacles  
10 and advertisements relating thereto in their possession or under their control bearing  
11 any of the Nike Trademarks or any simulation, reproduction, counterfeit, copy or  
12 colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices and  
13 other means of making the same.

14 7) Except for the allegations contained herein, the claims alleged in the First  
15 Amended Complaint against Defendant Chlel Samba, only, are dismissed with  
16 prejudice.

17 8) This Consent Decree shall be deemed to have been served upon Defendant at  
18 the time of its execution by the Court.

19 9) The Court finds there is no just reason for delay in entering this Injunction and,  
20 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs  
21 immediate entry of this Permanent Injunction against Defendant.

22 9) The Court shall retain jurisdiction of this action to entertain such further  
23 proceedings and to enter such further orders as may be necessary or appropriate to  
24 implement and enforce the provisions of this Consent Decree.

25 10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement  
26 Agreement, Joint Stipulation Re Entry Of [Proposed] Judgment, Proposed Judgment  
27  
28

08/31/2010 16:57

NO. 214 0005

1 Pursuant to Stipulation, and requesting entry of judgment against Defendant, be  
2 reopened should Defendant default under the terms of the Settlement Agreement.

3 11) This Court shall retain jurisdiction over the Defendant for the purpose of  
4 making further orders necessary or proper for the construction or modification of this  
5 consent decree and judgment; the enforcement hereof; the punishment of any  
6 violations hereof, and for the possible entry of a further Judgment Pursuant to  
7 Stipulation in this action.  
8

9 DATED: 9/20/10



11 Hon. Dale S. Fischer  
12 United States District Judge

13 PRESENTED BY:

14  
15 J. Andrew Coombs, A Professional Corp.

16 By: 

17 J. Andrew Coombs  
18 Annie S. Wang  
Attorneys for Plaintiff Nike, Inc.

19  
20 Chielel Samba, an individual and  
d/b/a www.trainerkicks.com

21 By: 

22 Chielel Samba, an individual and  
23 d/b/a www.trainerkicks.com  
Defendant, *in pro se*

**EXHIBIT A****Nike Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
AIR-SOLE	1,145,812	January 13, 1981
SWOOSH	1,200,529	July 6, 1982
NIKE	1,214,930	November 2, 1982
Nike <sup>™</sup> and Swoosh <sup>™</sup> Design	1,237,469	May 10, 1983
Nike <sup>®</sup>	1,277,066	May 8, 1984
Swoosh <sup>®</sup> Design	1,284,385	July 3, 1984
NIKE AIR w/Swoosh device	1,284,386	July 3, 1984
NIKE AIR	1,307,123	November 27, 1984
Air Jordan <sup>®</sup>	1,370,283	November 12, 1985
Swoosh device on shoe	1,323,342	March 5, 1985
Swoosh device	1,323,343	March 5, 1985
NIKE w/Swoosh device	1,325,938	March 19, 1985
AIR JORDAN	1,370,283	November 12, 1985
AIR MAX	1,508,348	October 11, 1988
AIR TRAINER	1,508,360	October 11, 1988
Jump Man device	1,558,100	September 26, 1989
Nike Air <sup>®</sup>	1,571,066	December 12, 1989
AIR SKYLON	1,665,479	November 19, 1991
AIR SOLO FLIGHT	1,668,590	December 17, 1991
AIR FLIGHT	1,686,515	May 12, 1992
AIR DESCHUTZ	1,735,721	November 24, 1992
Jump Man device	1,742,019	December 22, 1992
AIR TRAINER MAX	1,789,463	August 24, 1993
AIRMAX in oval	2,030,750	January 14, 1997
AIR UPTempo in crest	2,032,582	January 21, 1997
AIR with Swoosh device	2,068,075	June 3, 1997
NIKE with Swoosh device	2,104,329	October 7, 1997
ACG NIKE in triangle	2,117,273	December 2, 1997
Nike <sup>®</sup>	2,196,735	October 13, 1998
Nike <sup>™</sup> and Swoosh <sup>™</sup> Design	2,209,815	December 8, 1998
Stylized "B"	2,476,882	August 14, 2001
NIKE ALPHA PROJECT as device	2,517,735	December 11, 2001
WAFFLE RACER	2,652,318	November 19, 2002
PHYLITE	2,657,832	December 10, 2002

1	TRUNNER	2,663,568	December 17, 2002
2	DRI-STAR	2,691,476	February 25, 2003
3	PRESTO	2,716,140	May 13, 2003
4	TRIAX	2,810,679	February 3, 2004
5	WAFFLE TRAINER	2,893,674	October 12, 2004
6	THERMA-STAR	2,960,844	June 7, 2005
7	NIKE SHOX	2,970,902	July 19, 2005
8	Basketball player outline	2,977,850	July 26, 2005
9	NIKEFREE	3,087,455	May 2, 2006
10	AIR FORCE I	3,520,484	October 21, 2008

**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On September 17, 2010, I served on the interested parties in this action with the:

- JOINT STIPULATION RE ENTRY OF PROPOSED CONSENT DECREE
- [PROPOSED] CONSENT DECREE PURSUANT TO STIPULATION

for the following civil action:

Nike, Inc. v. C. Samba, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Chilel Samba, an individual and d/b/a www.TrainerKicks.com [REDACTED] Pawtucket, RI 02860	Ebrima Samba, an individual and d/b/a www.TrainerKicks.com [REDACTED] Providence, RI 02904
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Place of Mailing: Glendale, California.

Executed on September 17, 2010, at Glendale, California.

/s/ Jeremy Cordero

Jeremy Cordero